

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A. as Collateral Agent		10/20/2010	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	DaVita Inc.		
Street Address:	1551 Wewatta Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	2602168	DAVITA	
Registration Number:	2576733	DAVITA	
Registration Number:	2804425	DAVITA CLINICAL RESEARCH	
Registration Number:	2900422	DAVITA CLINICAL RESEARCH	
Registration Number:	2804525	DAVITA LABORATORY SERVICES	
Registration Number:	2400019	RMS	
Registration Number:	2438264	RMS	
Registration Number:	2821059		
Registration Number:	3291282		
Registration Number:	3259023		
Registration Number:	3245239	SNAPPY	
Registration Number:	2802019	DCR	
Registration Number:	3055972	DAVITA AT HOME	
Registration Number:	2924926	DAVITA AT HOME	

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900174771

TRADEMARK  
 REEL: 004302 FRAME: 0950

Registration Number:	3069493	LIFE-ALYSIS
Registration Number:	2986832	KIDNEY EDUCATION AND YOU
Registration Number:	3825717	DAVITA KAT WALKS ACROSS AMERICA
Registration Number:	3825716	DAVITA KAT WALKS ACROSS AMERICA
Registration Number:	3520992	DAVITA NEPHROLOGY PARTNERS
Registration Number:	3522959	DAVITA'S KEY TO BETTER HEALTH
Registration Number:	3522960	DAVITA'S KEY TO BETTER HEALTH
Registration Number:	3672156	EMPOWER
Registration Number:	3525737	MAXINE
Registration Number:	3800318	TOUR DAVITA
Registration Number:	3825777	TOUR DAVITA
Registration Number:	3758496	VILLAGE HEALTH
Registration Number:	3758353	VILLAGEHEALTH
Registration Number:	3512913	
Registration Number:	3583371	MAXINE
Registration Number:	3698279	FALCON INNOVATIVE KIDNEY SOLUTIONS. DELIVERED.
Registration Number:	3698280	INNOVATIVE KIDNEY SOLUTIONS. DELIVERED.
Registration Number:	3698281	
Registration Number:	3622847	DAVITA NEPHROLOGY PARTNERS
Registration Number:	3698278	FALCON
Registration Number:	3256766	REGGIE
Serial Number:	77630163	EMPOWER
Serial Number:	77522447	
Serial Number:	77466732	DAVITA VILLAGEHEALTH
Serial Number:	77522467	DAVITA VILLAGEHEALTH
Serial Number:	77466736	VILLAGEHEALTH DISEASE MANAGEMENT
Serial Number:	77522458	VILLAGEHEALTH DISEASE MANAGEMENT
Serial Number:	77529452	THE KAT WALK
Serial Number:	77754018	VILLA BY DAVITA
Serial Number:	77754020	VILLA BY DAVITA
Serial Number:	77681193	DVA LABORATORY SERVICES
Serial Number:	77771955	RIGHT PATIENT, RIGHT THERAPY, RIGHT TIME

CORRESPONDENCE DATA

Fax Number: (202)408-3141

**TRADEMARK**  
**REEL: 004302 FRAME: 0951**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	553004
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NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	10/25/2010
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**Total Attachments: 7**

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

JPMorgan Chase Bank, N.A. as Collateral Agent

- ☐ Individual(s) ☒ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) US - Fed

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) 10/20/2010

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Security Interest

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: DaVita Inc.

Internal

Address: \_\_\_\_\_

Street Address: 1551 Wewatta Street

City: Denver

State: CO

Country: USA Zip: 80202

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship US - DE  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3345

Fax Number: (212) 378-2610

Email Address: jmurphy@cahill.com

**6. Total number of applications and registrations involved:**

59

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

James P. Murphy  
Signature

JAMES P. MURPHY

Name of Person Signing

October 22, 2010

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RELEASE OF TRADEMARK SECURITY INTERESTS (this "Release") dated as of October 20, 2010, made by JPMORGAN CHASE BANK, N.A., as collateral agent (the "Collateral Agent"). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement referred to below.

Reference is made to (a) the Credit Agreement dated as of October 5, 2005, as amended and restated as of February 23, 2007 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DaVita Inc. (the "Borrower"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, (b) the Security Agreement dated as of October 5, 2005 (the "Security Agreement"), among the Borrower, the Subsidiaries of the Borrower party thereto and the Collateral Agent, (c) the Trademark Security Agreement dated as of October 5, 2005 (the "2005 Trademark Security Agreement"), between the Borrower and Collateral Agent, (d) the Trademark Security Agreement dated as of February 23, 2007 (the "2007 Trademark Security Agreement") between the Borrower and the Collateral Agent, (e) the Trademark Security Agreement dated as of June 23, 2008 (the "2008 Trademark Security Agreement") between the Borrower and the Collateral Agent, (f) the Trademark Security Agreement dated as of March 30, 2009 (the "2009 Trademark Security Agreement") between the Borrower and Collateral Agent and (g) the Trademark Security Agreement dated as of May 4, 2010 between the Borrower and the Collateral Agent (the "2010 Trademark Security Agreement" and together with the 2005 Trademark Security Agreement, the 2007 Trademark Security Agreement, the 2008 Trademark Security Agreement and the 2009 Trademark Security Agreement, the "Trademark Security Agreements")

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Borrower and certain of its Subsidiaries entered into the Trademark Security Agreement, recorded in the United States Patent and Trademark Office (a) as of October 17, 2005 in Reel/Frame 3176/0177, (b) as of March 6, 2007 in Reel/Frame 3493/0756, (c) as of April 17, 2009 in Reel/Frame 3972/0127, (d) as of May 7, 2010 in Reel/Frame 4201/0534 and (e) as of July 11, 2008 in Reel/Frame 3814/0619.

WHEREAS, pursuant to the Trademark Security Agreements, the Borrower and certain of its Subsidiaries granted to the Collateral Agent and its permitted successors and assigns, for the benefit of the Secured Parties (as defined in the Security Agreement), a security interest in all right, title or interest of the Borrower and such Subsidiaries in or to the Pledged Collateral (as defined in the Trademark Security Agreements), including the trademarks set forth on Schedule I attached hereto, to secure the performance of the Obligations (as defined in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement dated as of February 23, 2007, among the Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent, JPMorgan Chase Bank, N.A. agrees to release any and all security interests it may have in the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreements.

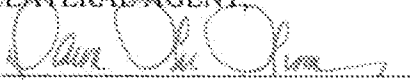
NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Trademark Collateral and

reassign all right, title and interest it has in the Trademark Collateral to the Borrower or its Subsidiaries, as applicable. The Collateral Agent agrees to make filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the Borrower and at the expense of the Borrower, to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral. The Collateral Agent shall take all further actions and provide to the Borrower and the Borrower's successors, assigns or other legal representatives all such cooperation and assistance, as reasonably requested by the Borrower and at the expense of the Borrower, to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the date set forth above.

JPMORGAN CHASE BANK, N.A., AS  
COLLATERAL AGENT.

By: 

Name: Dawn Lee Lum

Title: Executive Director

**Trademarks owned by DaVita, Inc.**

**Trademark Security Agreement with JPMorgan Chase Bank, N.A., as Collateral Agent.  
Recorded 10/17/2005 at Reel/Frame 3176/0177.**

<b>Title</b>	<b>Reg./Serial No.</b>	<b>Reg./Filing Date</b>
DAVITA	2602168	7/30/2002
DAVITA (and Design)	2576733	6/4/2002
DAVITA AT HOME	3055972	1/31/2006
DAVITA AT HOME (and Design)	2924926	2/8/2005
DAVITA CLINICAL RESEARCH	2804425	1/13/2004
DAVITA CLINICAL RESEARCH (and Design)	2900422	11/2/2004
DAVITA LABORATORY SERVICES	2804525	1/13/2004
DAVITA NEPHROLOGY PARTNERS	3520992	10/21/2008
DAVITA'S KEY TO BETTER HEALTH	3522959	10/28/2008
DAVITA'S KEY TO BETTER HEALTH (and Design)	3522960	10/28/2008
RMS	2400019	10/31/2000
RMS (and Design)	2438264	3/27/2001
(Miscellaneous Design)	3512913	10/7/2008
(V and Star Design)	2821059	3/9/2004
(Star Design)	3291282	9/11/2007
(Bird Design)	3259023	7/3/2007
REGGIE	3256766	6/26/2007
SNAPPY	3245239	5/22/2007
DCR	2802019	1/6/2004
KIDNEY EDUCATION AND YOU	2986832	8/23/2005

**Trademark Security Agreement with JPMorgan Chase Bank, N.A., as Collateral Agent.  
Recorded 3/6/2007 at Reel/Frame 3493/0756.**

<b>Title</b>	<b>Reg./Serial No.</b>	<b>Reg./Filing Date</b>
DAVITA AT HOME	3055972	1/31/2006
DAVITA AT HOME (and Design)	2924926	2/8/2005
LIFE-ALYSIS	3069493	3/14/2006
KIDNEY EDUCATION AND YOU	2986832	8/23/2005

**Security interest with JPMorgan Chase Bank, N.A., as Collateral Agent.  
Recorded 4/17/2009 at Reel/Frame 3972/0127.**

<b>Title</b>	<b>Reg./Serial No.</b>	<b>Reg./Filing Date</b>
DAVITA KAT WALKS ACROSS AMERICA	3825717	7/27/2010



DAVITA KAT WALKS ACROSS AMERICA (and Design)	3825716	7/27/2010
DAVITA NEPHROLOGY PARTNERS	3520992	10/21/2008
DAVITA'S KEY TO BETTER HEALTH	3522959	10/28/2008
DAVITA'S KEY TO BETTER HEALTH (and Design)	3522960	10/28/2008
EMPOWER	3672156	8/25/2009
EMPOWER	77/630163	12/10/2008
MAXINE	3525737	10/28/2008
MAXINE	3583371	3/3/2009
TOUR DAVITA	3800318	6/8/2010
TOUR DAVITA (and Design)	3825777	7/27/2010
VILLAGE HEALTH (and Design)	3758496	3/9/2010
VILLAGEHEALTH	3758353	3/9/2010
(Miscellaneous Design)	3512913	10/7/2008
(Houses and Sunset Design)	77/522447	7/15/2008
DAVITA NEPHROLOGY PARTNERS (and Design)	3622847	5/19/2009
DAVITA VILLAGEHEALTH	77/466732	5/6/2008
DAVITA VILLAGEHEALTH (and Design)	77/522467	7/15/2008
VILLAGEHEALTH DISEASE MANAGEMENT	77/466736	5/6/2008
VILLAGEHEALTH DISEASE MANAGEMENT (and Design)	77/522458	7/15/2008
THE KAT WALK	77/529452	7/23/2008

**Security interest with JPMorgan Chase Bank, N.A., as Collateral Agent.  
Recorded 5/7/2010 at Reel/Frame 4201/0534.**

<b>Title</b>	<b>Reg./Serial No.</b>	<b>Reg./Filing Date</b>
MAXINE	3583371	3/3/2009
FALCON INNOVATIVE KIDNEY SOLUTIONS. DELIVERED. (and Design)	3698279	10/20/2009
INNOVATIVE KIDNEY SOLUTIONS. DELIVERED. (Falcon Design)	3698280	10/20/2009
DAVITA NEPHROLOGY PARTNERS (and Design)	3698281	10/20/2009
FALCON	3622847	5/19/2009
VILLA BY DAVITA	3698278	10/20/2009
VILLA BY DAVITA (and Design)	77/754018	6/8/2009
DVA LABORATORY SERVICES	77/754020	6/8/2009
RIGHT PATIENT, RIGHT THERAPY, RIGHT TIME	77/681193	3/2/2009
	77/771955	7/1/2009

**Security interest with JPMorgan Chase Bank, N.A., as Collateral Agent.**

**Recorded 7/11/2008 at Reel/Frame 3814/0619.**

<b>Title</b>	<b>Reg./Serial No.</b>	<b>Reg./Filing Date</b>
(Star Design)	3291282	9/11/2007
(Bird Design)	3259023	7/3/2007
REGGIE	3256766	6/26/2007
SNAPPY	3245239	5/22/2007